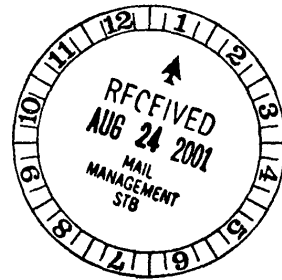


ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD  
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OF COUNSEL  
URBAN A. LESTER

August 24, 2001

RECORDATION NO. 23624 FILED

AUG 24 '01 : 1-21 PM

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Memorandum of Assignment, dated as of April 30, 2001, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor: The Fifth Third Leasing Company  
Fifth Third Center  
Cincinnati, OH 45263

Assignee: General Electric Railcar  
Services Corporation  
161 N. Clark Street  
7<sup>th</sup> Floor  
Chicago, IL 60601

A description of the railroad equipment covered by the enclosed document is:

46 hopper cars within the series NSLX 20001 - NLSX 20053

Mr. Vernon A. Williams  
August 24, 2001  
Page Two

A short summary of the document to appear in the index follows:

Memorandum of Assignment

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

## MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT (this "Memorandum"), dated April 30, 2001, is between **THE FIFTH THIRD LEASING COMPANY** ("Assignor") and **GENERAL ELECTRIC RAILCAR SERVICES CORPORATION** ("Assignee") in respect of that certain Assignment Agreement (the "Assignment Agreement"), made as of even date herewith, by and between Assignor and Assignee.

Assignor and Assignee hereby affirm and acknowledge that:

1. Assignor has assigned to Assignee and Assignee has assumed from Assignor all of Assignor's right, title and interest in and obligations under the Lease, as it relates to the Equipment (as each term is defined in Schedule 1 hereto), effective as of the date hereof and subject to the terms set forth in the Assignment Agreement.

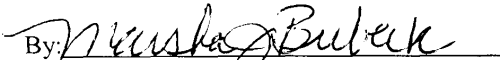
2. Assignor and Assignee further acknowledge and affirm that this Memorandum is not a summary of the Assignment Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Assignor and Assignee hereby agree that in the event of a conflict between this Memorandum and any provisions of the Assignment Agreement, the Assignment Agreement shall control.

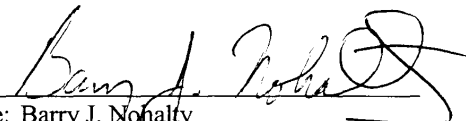
3. This Memorandum is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a) and may be executed in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Memorandum to be duly executed by their respective officers on the date first above written.

**THE FIFTH THIRD LEASING  
COMPANY**

**GENERAL ELECTRIC RAILCAR  
SERVICES CORPORATION**

By:   
Name: Marsha J. Bubeck  
Title: Assistant Vice President

By:   
Name: Barry J. Nohally  
Title: Vice President

RECORDATION NO. 23624 FILED

AUG 24 '01 : 1:21 PM

SURFACE TRANSPORTATION BOARD

STATE OF OH )  
 ) ss.  
COUNTY OF Hamilton )

On this 21 day of August, 2001, before me personally appeared Marsha J. Bubeck, to me personally known, who being by me duly sworn, says that she is a duly authorized officer of The Fifth Third Leasing Company, that the foregoing instrument was signed on behalf of said company in such capacity, and acknowledged that the execution of the said instrument was her own free act and deed.

Elaine Ellis  
NOTARY PUBLIC

My commission expires: 9/14/02

**ELAINE ELLIS**  
Notary Public, State of Ohio  
My Commission Expires Sept. 14, 2002

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 30<sup>th</sup> day of August, 2001, before me personally appeared Barry J. Nohalty, to me personally known, who being by me duly sworn, says that he is a duly authorized officer of General Electric Railcar Services Corporation, that the foregoing instrument was signed on behalf of said company in such capacity, and acknowledged that the execution of the said instrument was his own free act and deed.

Gail Ann Moore  
NOTARY PUBLIC

My commission expires: 9/9/01



### **Schedule 1**

#### **Definitions**

For purposes of this Memorandum, the following terms shall have the following meanings:

Equipment: shall mean the railroad equipment subject to the Lease, namely 46 hopper cars with 4900-5299 cubic foot pressure differential, manufactured by ACF Industries, Inc. and bearing AAR reporting marks NLSX 20001 through NLSX 20053 (except for NLSX 20011, NLSX 20015 through NLSX 20017, NLSX 20019, NLSX 20021 and NLSX 20024).

Lease: shall mean that certain Rider No. 28 to Car Leasing Agreement No. 5981-07-00, dated May 28, 1998, between National Starch and Chemical Corporation ("Lessee") and ICI Americas, Inc. (jointly and severally as co-lessees) ("Co-Lessees") and Assignee, as "Lessor," as the same incorporates that certain General Electric Railcar Services Corporation Car Leasing Agreement #5981-7, dated November 28, 1984, between Lessor and Lessee, as amended by that certain Amendment No. 1 to Car Leasing Agreement 5981-7, dated November 28, 1984, between Lessor and Lessee and that certain Letter dated May 25, 1990 from Lessor to Lessee, acknowledged by Lessee as of June 14, 1990.